

| <b>ORDER FOR SUPPLIES OR SERVICES</b>   |  |   |                                   |  |   |                      |  |                          |  | PAGE 1 OF 15      |  |
|---|--|---|-----------------------------------|--|---|----------------------|--|--------------------------|--|-------------------|--|
| 1 CONTRACT/PURCH ORDER/<br>AGREEMENT NO<br>N33191-14-D-1200   |  |   | 2 DELIVERY ORDER/ CALL NO<br>0003 |  | 3 DATE OF ORDER/ CALL<br>(YYYYMMDD)<br>2015 Mar 09  |                      | 4 REQ / PURCH REQUEST NO<br>ACQR3891459                                |                          | 5 PRIORITY   |                   |  |
| 6 ISSUED BY<br>NAVY PUBLIC WORKS DEPARTMENT, DJIBOUTI<br>(N-4) BLDG 211<br>CAMP LEMONNIER, DJIBOUTI<br>PSC 831 BOX 0043<br>FPO AE 09363-0043  |  |   | CODE N33191                       |  | 7 ADMINISTERED BY (if other than 6) CODE<br><br><b>SEE ITEM 6</b>   |                      |  |                          | 8 DELIVERY FOB<br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER<br><br>(See Schedule if other)               |                   |  |
| 9 CONTRACTOR<br>KELLOGG BROWN & ROOT SERVICES, INC<br>1080 ELDRIDGE PKWY<br>HOUSTON TX 77077-2575   |  |   | CODE 3GJU9                        |  | FACILITY  |                      | 10 DELIVER TO FOB POINT BY (Date)<br>(YYYYMMDD)<br><b>SEE SCHEDULE</b> |                          | 11 MARK IF BUSINESS IS<br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED |                   |  |
| NAME AND ADDRESS  |  |   |                                   |  |   |                      | 12 DISCOUNT TERMS  |                          | 13 MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Item 7   |                   |  |
| 14 SHIP TO<br>CAMP LEMONNIER, DJIBOUTI<br>NAVY PUBLIC WORKS DEPARTMENT N4<br>BLDG 211<br>PSC 831 BOX 0043<br>FPO AE 09363-0043  |  |   | CODE N33191                       |  | 15 PAYMENT WILL BE MADE BY CODE N68732<br>DFAS-CLEVELAND<br>P.O. BOX 998022<br>CLEVELAND OH 44199                     |                      |  |                          | MARK ALL<br>PACKAGES AND<br>PAPERS WITH<br>IDENTIFICATION<br>NUMBERS IN<br>BLOCKS 1 AND 2.   |                   |  |
| 16 TYPE OF ORDER  |  | DELIVERY/ CALL<br><input checked="" type="checkbox"/> |                                   | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract |   |                      |  |                          |  |                   |  |
|   |  | PURCHASE  |                                   | Reference your quote dated<br>Furnish the following on terms specified herein REF:   |   |                      |  |                          |  |                   |  |
| ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME |  |   |                                   |  |   |                      |  |                          |  |                   |  |
| NAME OF CONTRACTOR  |  |   | SIGNATURE                         |  |   | TYPED NAME AND TITLE |  |                          | DATE SIGNED<br>(YYYYMMDD)  |                   |  |
| <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1   |  |   |                                   |  |   |                      |  |                          |  |                   |  |
| 17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE<br><br>See Schedule   |  |   |                                   |  |   |                      |  |                          |  |                   |  |
| 18 ITEM NO  |  | 19 SCHEDULE OF SUPPLIES/ SERVICES                     |                                   |  | 20 QUANTITY ORDERED/ ACCEPTED*  |                      | 21 UNIT  | 22 UNIT PRICE            |  | 23 AMOUNT         |  |
|   |  | SEE SCHEDULE  |                                   |  |   |                      |  |                          |  |                   |  |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.  |  |   |                                   | 24. UNITED STATES OF AMERICA<br>TEL: 311-824-4040<br>EMAIL: leigh.a.walker16.civ@mail.mil<br>BY: Leigh Ann Walker                                    |   |                      |  | 25 TOTAL<br>\$175,470.16 |  |                   |  |
| 27a QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  |  |   |                                   | CONTRACTING / ORDERING OFFICER   |   |                      |  | 26 DIFFERENCES           |  |                   |  |
| b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |   |                                   |  | c DATE<br>(YYYYMMDD)  |                      | d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE       |                          |  |                   |  |
| e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |   |                                   |  | 28 SHIP NO  |                      | 29 DO VOUCHER NO   |                          | 30 INITIALS  |                   |  |
| f TELEPHONE NUMBER  |  | g E-MAIL ADDRESS                                      |                                   |  | <input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL  |                      | 32 PAID BY   |                          | 33 AMOUNT VERIFIED CORRECT FOR   |                   |  |
| 36. I certify this account is correct and proper for payment.   |  |   |                                   |  | 31 PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |                      |  |                          | 34 CHECK NUMBER  |                   |  |
| a DATE<br>(YYYYMMDD)  |  | b SIGNATURE AND TITLE OF CERTIFYING OFFICER           |                                   |  |   |                      |  |                          | 35 BILL OF LADING NO   |                   |  |
| 37 RECEIVED AT  |  | 38 RECEIVED BY  |                                   | 39 DATE RECEIVED<br>(YYYYMMDD)   |   | 40 TOTAL CONTAINERS  |  | 41 S/R ACCOUNT NO        |  | 42 S/R VOUCHER NO |  |

Section 00010 - Solicitation Contract Form

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|-------------------|----------|------|--------------|--------------|
| 0001    |                   | 1        | Each | \$175,470.16 | \$175,470.16 |

EXERCISE CONCRETE PADS

FFP

The Contractor shall provide all materials, labor, equipment, supervision and management required to install exercise concrete pads between Power Plant 2 and Turf Field as shown in the Statement of Work.

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR3891459

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|         |              |
|---------|--------------|
| NET AMT | \$175,470.16 |
|---------|--------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 000101  |                   |          |      |            | \$0.00 |

FUND ACRN AA

FFP

Funding Doc. No.: N3379A15RC042B1 CUSTOMER ACRN AA

FOB: Destination

MILSTRIP: N3379A15RC042B1

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NET AMT

\$0.00

ACRN AA

\$175,470.16

CIN: N3379A15RC042B1

STATEMENT OF WORK

## STATEMENT OF WORK FOR THE EXERCISE CONCRETE PADS

AT

CAMP LEMONIER, DJIBOUTI AFRICA

9 February 2015

Revised

**1. Information:**

The intent of this project is to install exercise concrete pads between Power Plant 2 and Turf Field, and relocate the existing pull up bars from northwest side of Turf Field to southeast corner of new concrete pad as shown on drawing.

- a. In the performance of this work, the contractor shall provide all labor, materials, equipment, Supervision, Quality Control and Safety Personnel necessary to complete the work in a safe and timely manner.

b. POINT OF CONTACTS:

PWD Military Point of Contact:

(b) (6)

Public Works N-4

Email: (b) (6)

Phone: (b) (6) (DSN)

PWD Technical Point of Contact:

(b) (6)

Public Works N-4

Email: (b) (6)

Phone: (b) (6) (DSN)

- c. Period of Performance: The contractor shall complete all work under this task order within **30 calendar days** from the date of award. This is a high priority project for the installation.

- d. The contractor shall comply with the EM 385-1-1, USACE Safety and Health Manual and all Camp Lemonnier and NAVFAC Safety Instructions. Should there be any conflicts between the above referenced safety regulations, the most stringent measure shall apply.

**2. References:**

- a. Construction shall be in accordance with the latest editions of the following references, applicable codes and standards current at time of award. References are available at [www.wbdg.org](http://www.wbdg.org). The advisory provisions of all codes and standards shall be mandatory, as though the word "shall" had been substituted for "should" wherever it appears.

- 2.1. International Building Code (IBC): Such sections that are applicable to the work to be performed.
- 2.2. Unified Facilities Criteria (UFC): Such sections that are applicable to the work to be performed.
- 2.3. Unified Facilities Guide Specification (UFGS): Such sections that are applicable to the work to be performed.
- 2.4. National Fire Protection Association (NFPA): Such sections that are applicable to the work to be performed.
- 2.5. Department of Defense (DOD) 4715.05 – G, Overseas Environmental Baseline Guidance Document: Such sections that are applicable to the work to be performed.
- 2.6. American Society for Testing and Materials (ASTM): Such sections that are applicable to the work to be performed.

### **3. Scope of Work:**

The Contractor shall provide all materials, labor, equipment, supervision and management required to perform all work as described herein. The Contractor shall, to the fullest extent possible, make use of locally available, commercial-off-the-shelf items and/or materials.

- 3.1. Install 2 - Exercise Concrete Pads with the dimensions and reinforcement as shown in the attached drawings. Prepare subgrade by scraping approximately 4" deep where pads are to be placed, grade area to required ground elevation, compact disturbed areas to 98% minimum density per ASTM D 698, provide 4" thick of compacted gravel bedding, place 10 mil polyethylene barrier and install reinforcing steel. Contractor has the option to use #3 steel bars or 6x6 - W2.9XW2.9 WWF as long as material meets purpose, readily available or easier to source. Concrete shall be 3,500 psi at 28 days break. Finish shall be steel trowel finish.
- 3.2. Provide control joints spaced as shown on drawing. Saw-cut for control joints within 4 to 12 hours after placing concrete. Cure newly placed concrete by spraying with curing compound or other acceptable curing method for at least 7 days.
- 3.3. Provide and install outdoor interlocking rubber mats 28.5"x28.5"x3/8" thick on entire area of pads. Contractor has the option to use similar product as long as it meets the purpose, readily available or easier to source.
- 3.4. Relocate existing pull up bars from northwest side of Turf Field to southeast corner of new pad as shown on layout. Anchor base plates of posts using new anchor bolts 1/2" diameter x 5" long. Provide isolation joints for the slab where pull up bars are to be relocated. Set pull up bars in the same configuration as that of existing facing north.
- 3.5. Remove waste materials and other debris when construction is complete.

### **4. Disposal:**

Disposed of all debris from the site. The contractor shall coordinate with the government representative for any requirement in disposing debris off site.

### **5. Camp Facilities:**

Take extra precaution to prevent any damage to the existing Camp facilities and equipment in the area. Any damage made to the existing facilities while executing this contract shall be replaced or repaired by the Contractor to the satisfaction of the Contracting Officer without any cost to the Government. Contractor shall only use a staging area that has been approved by the Contracting Officer.

**6. Material Specifications:** See item 2.

**7.Submittals:**

7.1) Government review and approval needed for Outdoor Rubber Mat. Contractor to submit materials Product data and Manufacturer's assembly/installation instruction prior to ordering.

7.2) Contractor is required to submit result of Field Density Tests prior to placing gravel fill.

7.3) Contractor Daily Production and Quality Control Reports – due no later than 0900 hours the next day.

7.4) Post-Construction Quality Control Report to include before and after photographs.

**8. Government Furnished Materials/Equipments:** NONE

**9. Attachments:** Construction drawings - 3 sheets

- END -

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN   | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|--------|-------------|------------|-------------|------------|
| 0001   | Destination | Government | Destination | Government |
| 000101 | Destination | Government | Destination | Government |

#### DELIVERY INFORMATION

| CLIN   | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS  | UIC    |
|--------|---------------|----------|--|--------|
| 0001   | 24-APR-2015   | 1        | CAMP LEMONNIER, DJIBOUTI<br>NAVY PUBLIC WORKS DEPARTMENT N4<br>BLDG 211<br>PSC 831 BOX 0043<br>FPO AE 09363-0043<br>FOB: Destination | N33191 |
| 000101 | N/A           | N/A      | N/A  | N/A    |

## Section 00700 - Contract Clauses

252.225-7989**252.225-7989 Requirements for Contractor Personnel Performing in Djibouti****(DEVIATION 2014-O0005)**

Insert the clause at 252.225-7989, Requirements for Contractor Personnel Performing in Djibouti, in solicitations and contracts for performance in Djibouti, a country within the U.S. Africa Command area of responsibility.

**REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN DJIBOUTI****(DEVIATION 2014-O0005) (JANUARY 2014)**

(a) *General.* (1) This clause applies when Contractor personnel are required to perform in Djibouti in support of the United States Africa Command (USAFRICOM). This includes contractor personnel who are not covered by the clause at DFARS 252.225-7040.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians. When authorized under this contract to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self- defense.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(b) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(c) *Compliance with laws and regulations.* (1) The Contractor shall comply with, and shall ensure that its personnel performing in Djibouti are familiar with and comply with, all applicable—



(i) United States, host country, and third country national laws; (ii)

Treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USAFRICOM Commander; however, only the Contracting Officer is authorized to

modify the terms and conditions of the contract.

(2) The Contractor shall ensure that Contractor employees are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of

work or elsewhere in the contract.

(2) Before Contractor personnel begin contract performance in Djibouti, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(e) *Registration of Contractor personnel.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.

(2) Upon identifying an employee who will be performing in Djibouti, the Contractor shall enter employee information into SPOT, and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the employment in Djibouti. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in Djibouti with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules (<http://www.acq.osd.mil/log/PS/spot.html>).

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in Djibouti less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary Message Reporting System.

(3) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (*i.e.*, U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in Djibouti (*e.g.*, day laborers).

(f) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (f), in all subcontracts that require subcontractor personnel to perform in Djibouti.

(End of clause)

252.225-7993

**252.225-7993** Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations

PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES  
CENTRAL COMMAND THEATER OF OPERATIONS

(DEVIATION 2012-00005)(JAN 2012)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to -

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Work Flow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> ;and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction / Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

-----  
Field Name in WAWF Data to be entered in WAWF  
-----

Pay Official N68732

|                            |                |
|----------------------------|----------------|
| Issue By:                  | N33191         |
| Admin:                     | N33191/DJIBOU  |
| Inspect By:                | N33191/DJIBOU  |
| Ship To Code:              |                |
| Ship From Code:            |                |
| Mark For Code:             |                |
| Service Approver (DoDAAC): |                |
| Service Acceptor (DoDAAC): | N33191/DJIBOU  |
| Accept at Other            |                |
| LPO DoDAAC:                | N33191/DJIBOU  |
| DCAA Auditor DoDAAC:       |                |
| Other DoDAAC(s):           | Not applicable |

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and sub-line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Not applicable.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Usn.lemonnier n4.mbx.wawf-invoices@mail.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 1751804 52FM 252 00052 0 068732 2D C042B1

COST CODE: 3379A5ST405Q

AMOUNT: \$175,470.16

CIN N3379A15RC042B1: \$175,470.16